



Builders & Remodelers
 Association of
 Greater Ann Arbor



2010 SHOWCASE OF HOMES
PARTICIPANT CONTRACT & POLICIES

This Agreement (the "Agreement") is made this _____ day of _____, 20____
 (by and between the Builders and Remodelers Association of Greater Ann Arbor ("BRAG ANN
 ARBOR") and

Company: _____ ("Participant").

Builder: _____

Address: _____

City, St, Zip: _____

Phone: _____

Fax: _____ Email: _____

RECITALS:

WHEREAS, the BRAG ANN ARBOR will hold the 2010 Showcase of Homes (the
 "Showcase") during the period of **October 7, 2010 – October 10, 2010**;

WHEREAS, the undersigned Participant desires to enter a home built by the Participant
 in the Showcase; and

WHEREAS, the Participant and the BRAG ANN ARBOR desire to set forth the terms of
 participation of the Participant in Showcase in this Agreement, which terms Participant agrees
 are reasonable and necessary for the continued success of Showcase.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Participation. The Participant hereby agrees to display the home (the "Home")
 constructed solely by, or under the exclusive direction of, the Participant on the
 following property:

2. Subdivision _____
 Address _____
 City _____
 Township _____

("The Site") in the Showcase subject to the terms and conditions set forth herein.
 References to the term "Site" shall include the "Home" unless otherwise stated.



3. Price. Participant has paid to BRAG ANN ARBOR concurrently with the execution of this Agreement a non-refundable entry fee of \$_____.
4. Obligations of Participant. Participant acknowledges that in connection with Showcase, the BRAG ANN ARBOR has established valuable goodwill with the Washtenaw community due to the strict adherence by the participants with the rules of participation. Participant further acknowledges that the failure by Participant to follow the rules of participation damages that goodwill. Consequently, Participant shall promptly and continuously comply with the following obligations:
 - 4.1 Evidence of Ability to Participate; Site Criteria. At any time during the term of this Agreement, Participant shall provide the BRAG ANN ARBOR with such information as BRAG ANN ARBOR may reasonably request evidencing Participant's ability to exhibit the Home in the Showcase. Such evidence may include, but shall not be limited to:
 - a. A location map, site plan or other pictorial description of the Site;
 - b. Evidence that Participant has the legal ability to exhibit the Home during the Showcase. Such evidence may include, but shall not be limited to, the consent of any applicable Homeowner's Association having jurisdiction over the Site, copies of applicable Building and Use Restrictions showing that the display of the Home would not violate said restrictions, proof that the Site is in compliance with applicable laws and regulations during the term of this Contract, proof of adequate insurance pursuant to Paragraph 4.3, and in the event that the Participant does not own, or will not own Site at the time of the Showcase, written agreement between the Participant and the owner of the Site authorizing entry of the Home in the Showcase.
 - 4.2 Performance Criteria. The Home shall be constructed in accordance with all applicable government and private laws, regulations and rules including, without limitation, building codes, fire codes and Building and Use Restrictions. Subject to the occurrence of an event of force majeure, the Home shall be "complete" so as to not to diminish the overall Showcase. As used herein "complete" shall mean that, at the scheduled opening of the Showcase,
 - all construction activity shall cease
 - all brick and/or siding shall be fully installed
 - all exterior painting or staining complete
 - interior wall surfaces shall be either painted or wall covered
 - cabinets and counter tops installed
 - all floor coverings tacked or glued down

 - construction debris shall be removed from the site
 - driveways, walkways and front landscaping shall be installed
 - floor register vents must be installed



- appliances must be installed
- basement must be accessible – however it may be locked if you have a sign that states “please see attendant to view basement”.
- all rooms must be accessible (no roping off rooms or staircases)
- doors must be hung
- all plumbing & electrical must be finished
- all tubs, sinks & toilets must be installed
- hardware installed
- the garage must be cleaned and accessible
- the front and side yards must have sod or seeded grass
[A special exception to the landscaping requirement may be granted if special site conditions exist. However, it is the Participant's responsibility to request a waiver for this requirement by notifying the BRAG ANN ARBOR in writing 60 days prior to the date of inspection.]
- all windows must be installed
- Furnishings shall be placed in at least the living room, family room or great room, dining room and master bedroom

As used herein, "force majeure" shall mean an act of God, damage to the Home due to fire or other casualty, strikes by an organized labor union, shortages of building material not reasonably foreseeable, or any unforeseeable disabling injury or illness to the Participant or its owner or owners which due to no fault of the Participant prevents the Participant from participating in the Showcase. In the event of a force majeure, the BRAG ANN ARBOR, in its sole discretion, shall determine what performance criteria may be relaxed without harm to the Showcase.

- 4.3 Insurance. Participant shall purchase and maintain workmen's compensation insurance, fire and extended coverage insurance and public liability and property damage insurance satisfactory to BRAG ANN ARBOR, insuring Participant and naming the BRAG ANN ARBOR as an additional insured from the date of the Agreement through the duration of the Showcase. Upon request, Participant shall provide BRAG ANN ARBOR with a certificate of insurance evidencing the existence of all of the aforementioned insurance policies. All insurance policies shall provide that they may not be canceled or amended without at least thirty-(30) day's prior notification to the BRAG ANN ARBOR.
- 4.4 Policies. Participant agrees to comply with all reasonable policies regarding advertising (of both Showcase and the Home), signage, exhibition hours and other matters affecting the Showcase as may be developed from time to time by a committee appointed by the BRAG ANN ARBOR (The "Showcase Committee"). The current policies are attached as Exhibit A and incorporated by reference herein. Participant acknowledges that the Showcase Committee may alter or amend said policies in its sole discretion at any time during the term of this Agreement provided the Showcase Committee notifies the Participant in writing of the alteration or amendment.
- 4.5 Safety. The Participant shall be solely responsible for making the site safe and



secure for entry and use by the public and all other persons whose entry to the site is foreseeable. The Participant warrants and represents that the site will be safe and secure at all times during the Showcase so as to avoid or minimize the potential for bodily harm or property damage.

- 4.6 Inspection. Participant shall provide the BRAG ANN ARBOR, its agents and employees with access to the Site at reasonable times to allow BRAG ANN ARBOR to evaluate Participant's ability to complete the Home prior to the scheduled start of Showcase and for such other purposes, as BRAG ANN ARBOR or the Showcase Committee deem necessary to the successful operation of the Showcase. If the Showcase Committee does not believe the Home will be complete by the scheduled start of Showcase, a "non compliance" sign will be displayed in the front yard and the appropriate fines and penalties levied, as outlined in Exhibit A.
5. Default of Participant. The failure of the Participant to strictly comply with the terms of this Agreement, including but not limited to any of the conditions set forth in Section 4 or policies set forth in Exhibit A shall be grounds for BRAG ANN ARBOR to terminate Participant's participation in Showcase and/or assess damages, all in accordance with Exhibit A, or pursue such other remedies as BRAG ANN ARBOR may have at law or in equity. If Participant fails to pay any damages assessed pursuant to Exhibit A, Participant will be prohibited from further participation in subsequent Showcase events until such damages are paid. In the event of default by Participant, the BRAG ANN ARBOR may require as a condition of future participation in Showcase events that the Participant provide adequate written assurances of future compliance with applicable Showcase rules and regulations such as those contained in this Agreement. Waiver by BRAG ANN ARBOR of any default shall only occur in writing and shall not constitute a waiver of subsequent or other defaults. All remedies shall be cumulative unless otherwise specifically provided in this Agreement.
6. Obligation of BRAG ANN ARBOR. BRAG ANN ARBOR shall appoint a Showcase Committee to oversee the operation of the Showcase. BRAG ANN ARBOR will also undertake to publish a plan book, and provide signage for the Showcase.
7. Relationship Between Parties. Participant acknowledges that this Agreement is with regard to the public display of the Home in cooperation with the BRAG ANN ARBOR and other participants. No joint venture, partnership or agency relationship whatsoever is established between Participant, BRAG ANN ARBOR and other participants in the Showcase. Neither Participant nor Participant's agents or employees shall make any representation on behalf of the BRAG ANN ARBOR or the Showcase Committee. Participant shall specifically not make any representation to any person or entity that entry of the Home in the Showcase represents any endorsement by the BRAG ANN ARBOR or the Showcase Committee as to the quality or fitness of the Home.



8. Indemnity. Participant hereby indemnifies and holds harmless BRAG ANN ARBOR, BRAG ANN ARBOR's agents, directors, officers, employees, Showcase or BRAG ANN ARBOR volunteers, committee members and chairpersons, and affiliates and all other participants in Showcase from and against any and all claims, demands, suits, losses or other liabilities for or relating to injury or loss of life to persons or damage to or loss of property arising from Participant's entry in the Showcase or from the conduct of Participant's business or from any work done, permitted or suffered by Participant in or about the Site except for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the indemnified persons or indemnities specified herein. In the event that any action or proceeding shall be brought against any indemnified party by reason of any such claim, Participant, upon notice from the indemnified party, shall defend such action or proceeding at Participant's sole cost and expense, by legal counsel approved by the indemnified party.

9. Warranties and Representations. The Participant warrants and represents the following:
 - 9.1 Participant is and will be a builder properly licensed by the State of Michigan from the date of execution of this Agreement until conclusion of the Showcase.
 - 9.2 Participant has carefully and thoroughly read this Agreement and understands the terms of this Agreement.
 - 9.3 Participant has the means and ability to comply with the terms of this Agreement including but not limited to the requisite personnel, license, permits, equipment and finances.

10. Authorization. Participant authorizes the BRAG ANN ARBOR to use its name or any trade or assumed name in any advertising or publicity materials relating to the Showcase.

11. Costs of Participation. Participant acknowledges that the responsibility for any and all expenses or costs incurred in the construction of the Home including, without limitation, any and all permits required by governmental authorities in connection with the construction of the Home, construction costs, insurance, licenses, signage and advertising, safety measures, utilities, etc., shall be borne solely by Participant. Participant further acknowledges that the cost of displaying Participant's home in the Showcase shall be the sole responsibility of the Participant, except for the cost of the plan book, Showcase signage and such other general publicity costs as may be expressly assumed by the Showcase Committee.

12. Miscellaneous. If any provision of this Agreement or its application to any party or circumstance will be determined by any court to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent



permitted by law.

13. Headings. Headings of this Agreement are for convenience only and do not define, limit or construe the contents thereof.
14. Time. Time is of the essence of this Agreement. Failure of Participant to perform any obligation within the applicable period shall entitle BRAG ANN ARBOR to exercise all remedies set forth herein.
15. Binding Effect. This Agreement is binding upon the heirs, representatives, successors and assigns of the parties and shall not be modified except in a writing signed by the parties.
16. Entire Agreement. This Agreement including exhibits constitutes the full, final and entire understanding of the parties. It supersedes any and all prior agreements or understandings among them, whether oral or written. There are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement or any exhibit to this Agreement.



EXHIBIT A

A. SITE SELECTION

Hub-Criteria (1 only)

- a. Paved Roads
- b. Utilities established
- c. Parking available for minimum of 200 cars
- d. Within Washtenaw County
- e. Minimum of 3 Participants must elect to locate at Hub
- f. The development must be made available to all BRAG ANN ARBOR members with an option to purchase one additional lot. (determined on or before 3/31/10)

B. CALENDAR

- July 2, 2010 - Early Registration deadline - 5 p.m.
(See Section C Entry Fees)
- July 30, 2010 - Map, subdivision, address of Showcase entry, rendering, floor plans, 150-word description and company logo are due.
- October 7, 2010 - Opening day 2010 Showcase
Show Hours:

Thursday,	October 7	1p.m. to 7 p.m.
Friday,	October 8	1p.m. to 7 p.m.
Saturday,	October 9	1p.m. to 7 p.m.
Sunday,	October 10	1p.m. to 7 p.m.
- October 10, 2010 Closing day 2010 Showcase
- October 12, 2010 Return money, unused tickets, and signs to the BRAG ANN ARBOR Office.

C. ENTRY RULES & FEES

1. Showcase Entry Fees are as follows:

- **Entry Fee Schedule:**

“Early Bird”– by July 2, 2010
- \$1,500.00 for BRAG Ann Arbor members

Regular deadline - by July 30, 2010
- \$1,600.00 for BRAG Ann Arbor members



Late Entries - by August 15, 2010
- \$2,000.00 for BRAG Ann Arbor members

D. COMMITTEES

1. Steering Committee

Committee is comprised of individuals appointed by the President of the BRAG Ann Arbor.

E. ADVERTISING

1. Logo usage - A Participant may use the "2010 Showcase of Homes", a variation thereof, and/or the Showcase logo in the Participant's advertising, if the ad indicates Showcase dates and clearly states that the home is not available for viewing prior to Showcase.

F. PLANBOOK

1. Renderings and Floor Plans - The minimum requirement for your rendering is it **must** be a 3 dimensional (2-pt) pen and ink, black and white drawing (no color) perspective. Floor plans must be camera ready with readable dimensions. **Photos or blue print copies will not be accepted.**
2. The Showcase entry fee includes computerized rendering and floor plan drawings. If the builder elects to submit his/her own rendering, and the rendering meets the above cited requirements, it must be submitted by **July 30, 2010**, and reviewed by the Showcase Committee.
3. Homes Previously Shown - A home entered in the **2010** Showcase of Homes must not have been previously viewed in more than one other BRAG ANN ARBOR or any NAHB local association's Showcase of Homes event. Any home, which has previously been entered in a Showcase of Homes event, will be referenced on the participant's page in the Showcase Plan Book.

G. SIGNAGE

Site signs may be displayed up to 5 days prior to the opening of Showcase; unless the Showcase home is a working model with open hours prior to Showcase.

Directional signs shall be displayed no sooner than the night prior to the start of Showcase.

Four signs will be permitted in your Showcase yard, one of which must be the Showcase site sign. The other three signs will be at the discretion of the participant, provided each sign does not exceed 6 sq. ft. **If other signs are placed in the yard the participant will be fined \$300.**



H. VENDOR DISPLAYS

1. Staffing of Homes - Vendors may assist Participant with the staffing of Homes.
2. Demonstrations – Demonstrations, distribution of samples, and solicitation by a vendor in the Home is prohibited if the demonstration, distribution and/or solicitation is not related to the Showcase home.

I. OCCUPANCY

1. Participant's Home may not be inhabited prior to or during Showcase, unless approved in advance by the Showcase Steering Committee.
2. Showcase homes may be required, by the local enforcing agency, to have a Certificate of Occupancy prior to opening the Showcase home.

J. TICKETS

Tickets are issued to participants and the participant is required to sign a receipt. The participant is responsible for returning the unsold tickets and the money collected. If the returned tickets and the money do not equal the issued amount, the Participant will be held accountable for the difference. Tickets and money are to be returned by the Wednesday following the end of Showcase. **IF TICKETS AND MONEY ARE NOT RETURNED TO THE BRAG ANN ARBOR OFFICES BY THE WEDNESDAY FOLLOWING THE END OF SHOWCASE, THE APPLICANT WILL BE CHARGED THE FULL VALUE OF ALL TICKETS RECEIVED PRIOR TO THE EVENT.**

All participants are required to staff their Showcase homes (during scheduled tour hours) to sell and/or punch showcase tickets and answer questions. If it is reported that a home is not staffed and/or allowing people to see their home without a ticket the appropriate fine will be levied.

K. DAMAGES

If a Participant fails to abide by the terms of the Agreement, including these policies, the BRAG ANN ARBOR will suffer damages as a result of the violation. These damages are difficult to ascertain. Furthermore, Participant, as a result of the violation may receive additional benefits for which Participant has not contracted and purchased from the BRAG ANN ARBOR. Consequently, BRAG ANN ARBOR and Participant agree that the following schedule of damages shall apply to the following violations by Participant:

- (1) Advertising that the home may be viewed prior to Showcase or during non-Showcase hours . (Refer to E.1. Advertising ; Logo Usage above) -\$250 fine per occurrence of incorrect advertising.



- (2) Home not completed prior to start of Showcase - \$500 and prohibited from participating in the 2010 Showcase of Homes.
- (3) Not holding the Home open during scheduled Showcase hours - \$250 per occurrence.
- (4) Home inhabited prior to or during Showcase - \$500 and prohibited from participating in the 2011 Showcase of Homes. [With exception to those submitted to and approved by the Showcase Steering Committee.](#)
- (5) Failure to comply with minimum landscaping requirement - \$500.
- (6) Not furnishing required rooms of Home - \$500.
- (7) Not returning money and unused tickets by due date - Participant will be invoiced for total number of outstanding tickets.
- (8) Allowing public to enter Showcase home without purchasing tickets - \$500 and prohibited from participating in the 2011 Showcase of Homes.
- (9) Removal of “non-compliance” sign – non-refund of performance deposit and prohibited from participation for 2 years.
- (10) Demonstrations, distribution of samples and solicitation by a vendor in the Home are prohibited if the demonstration, distribution and/or solicitation are not related to the Showcase home - \$500.
- (11) Providing food and/or beverages of any kind from a Showcase home so as to cause a nuisance or disruption at any other Showcase or neighboring home - \$250.
- (12) Failure to pay damages assessed – Prohibited from participation for all subsequent Showcases until damages have been paid.

The foregoing listing of damages shall be the minimum damages that may be assessed against the Participant and these damages shall be in addition to any and all other damages sustained by BRAG ANN ARBOR in accordance with the terms of the Agreement.

Suspected violations may be reported by any member or staff of the BRAG ANN ARBOR to any member of the Showcase Steering Committee, who shall inform the chairperson of the Rules and Policies Enforcement Committee. The chairperson shall investigate the report, inform the Participant of the investigation during its progress, and issue a finding to the President of the BRAG ANN ARBOR, the Showcase Steering Committee, and the Participant. The Participant shall have 14 days to challenge the findings by doing so in writing at which time the Participant may request a hearing before the President and the Showcase Steering Committee. If a hearing is requested, it shall be conducted within 14 days of the request. Following the hearing, the Showcase Steering Committee shall issue its



decision, which shall be final and binding on the BRAG ANN ARBOR and the Participant. Damages will be deducted from the participant's performance deposit after the close of Showcase. Participant shall pay any balance due within 30 days of the decision. If the Participant wishes to appeal the decision, the appeal proceeding shall be conducted pursuant to the arbitration procedure contained in the Agreement.

L. CENSORSHIP

If an entry is not in compliance with this Agreement, a sign may be placed at the Home's entry indicating the noncompliance. This sign shall be known as the "noncompliance sign".

M. LOSS

Risk of loss caused by theft, fire or vandalism shall be the sole responsibility of the Participant.

N. ACKNOWLEDGMENT

I HAVE READ THE "SHOWCASE OF HOMES CONTRACT AND POLICIES" AND AM FAMILIAR WITH THE RULES AND REGULATIONS GOVERNING THE SHOWCASE OF HOMES. I ALSO UNDERSTAND THAT FAILURE TO COMPLY WITH ALL OF THE SHOWCASE POLICIES WILL RESULT IN A LOSS OR REDUCTION OF THE AVAILABLE REBATE. I MAY ALSO BE ASSESSED ADDITIONAL FEES AND PENALTIES IF THE RULE INFRACTION AMOUNT EXCEEDS THE AVAILABLE REBATE AND I MAY BE PROHIBITED FROM ENTRY INTO FUTURE SHOWCASE EVENTS AS A RESULT OF MY FAILURE TO COMPLY.

IN WITNESS WHEREOF, this Agreement is executed this ___ day of _____, 20___.

"Participant"

"BRAG ANN ARBOR"

Builders and Remodelers Association of
Greater Ann Arbor

By: _____

By: _____